



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

other party. *Kadish v. Young*, 108 Ill. 170; *Johnston v. Milling*, 16 Q. B. D. 460. The act must be of such a nature as necessarily to prevent the other party from performing, on his part, according to the terms of the agreement. *Dubois v. Canal Co.*, 4 Wend. 284. But a refusal to make a certain payment under a contract because of a dispute as to whether it is due will not authorize the other party to rescind. *Winchester v. Newton*, 2 Allen 492. The refusal to perform must be acted upon promptly or within a reasonable time. *Holbrook v. Burt*, 22 Pick. 546; *Kingsley v. Wallis*, 14 Me. 57. When one party gives notice of intention to abandon the contract the other party may bring an action before the day set for the completion of the contract arrives. *Follansbee v. Adams*, 86 Ill. 13.

CONTRACTS—FRAUDULENT BREACH—EXEMPLARY DAMAGES.—*WILBORN v. DIXON*, 49 S. E. 232 (S. C.).—*Held*, that where land is conveyed to secure a debt, with an agreement for reconveyance, and on payment the grantor fraudulently refuses to reconvey, he may be made to respond in exemplary as well as compensatory damages. Woods, J., *dissenting*.

There seems to be no authority in support of this case. Exemplary damages may be allowed for a breach of a promise to marry if defendant has been guilty of fraud, deceit, or evil motive, *Jacoby v. Stark*, 205 Ill. 34; also in an action on bond of plaintiff in garnishment, where it appears that the process of garnishment was vexatious, *Hays v. Anderson*, 57 Ala. 374. In no other cases are such damages recoverable for mere breach of contract, *Houston & T. C. Ry. Co. v. Shirley*, 54 Tex. 125; not even if it be a refusal to pay money due and a conversion thereof with intent to oppress, *Lexington Ry. Co. v. Fair*, 25 Ky. L. R. 2243; nor where the motive for the breach is fraudulent, *Sutherland Dam.*, (2nd ed.), Sec. 99; it would greatly increase the intricacy and uncertainty of such actions. *Houston & T. C. Ry. Co. v. Shirley*, *supra*. In case of breach through negligence or fraud, no more can be recovered as damages than will fully indemnify the plaintiff for losses. *Ryder v. Thayer*, 3 La. Ann. 149.

CORPORATION—COMPENSATION OF PRESIDENT—IMPLIED CONTRACT.—*LOWE v. RING*, 101 N. W. 698. (Wis.).—*Held*, that the president of a corporation cannot sue on an implied contract to enforce a claim for services rendered as such officer and with the expectation of pay, where he is a stockholder or director.

It has been held that the president of a corporation may recover compensation for services rendered with expectation of pay, although there is no express contract to that effect. *Rosborough v. Shasta R. C. Co.*, 22 Cal. 557; that he may recover what his services are reasonably worth, *Nat. Loan Co. v. Rockland Co.*, 94 Fed. 335, and that notwithstanding the fact that he is a stockholder or director. *Stacy v. Cherokee M. & M. Works*, 49 S. E. 223. On the other hand, and, it seems, by the weight of authority, in the absence of an express contract, or an express provision for compensation in the charter, statute, or by-laws, the services are presumed to have been rendered gratuitously. *Barril v. Col. Insul. & Water Proof Co.*, 50 Hun 257; and the president cannot recover on an implied contract when the services rendered were in performance of his official duties. *Beach, Priv. Corp.*, Sec. 208. The rule is analogous to that governing trustees generally, who, formerly at common law, were not entitled to compensation except as there